

ORDINANCE NO. 11-81

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA ACCEPTING AN OFFER TO PURCHASE FROM TOMMY MOORE AND LINDA MOORE A DETERIORATED CABIN LOCATED IN HAYESVILLE, NORTH CAROLINA, FOR THE SUM OF \$24,100.00 AND AUTHORIZING THE MAYOR AND THE ACTING CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE AND EXECUTE ANY DOCUMENTS IN CONNECTION WITH THE SALE OF THE PROPERTY AND TO PAY SUCH FUNDS NEEDED TO DEFRAY RELATED CLOSING COSTS AND FEES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 10, 2009, the City acquired the property through the execution on a judgment against the former property owners, Alejandro Torrecillas and Katherine Torrecillas, and

WHEREAS, Tommy Moore and Linda Moore have offered to purchase the property for the sum of \$24,100 in "as is" condition; and

WHEREAS, it is in the best interest of the City to accept the offer to purchase the property for \$24,100, which is a fair market value, since the property, which is abandoned and in a deteriorated condition, in rural North Carolina, in this depressed economy, is being sold for its land value, which has significantly declined.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby accepts an offer to purchase from Tommy Moore and Linda Moore, a deteriorated cabin located in Hayesville, North Carolina, for the sum of \$24,100.

Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the Acting City Clerk, as attesting witness, on behalf of the City, to enter into a contract for sale and purchase and execute any documents in connection with the sale of the property and to pay such funds needed to defray related closing costs and fees.

Section 3: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: Penalties.

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty described above, the City may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 5: Severability Clause.

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 6: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the

Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

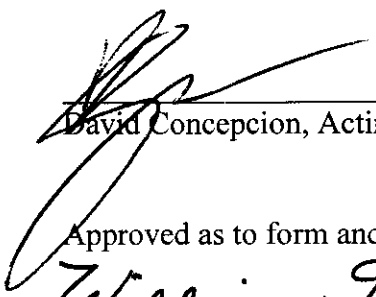
PASSED and ADOPTED this 13th day of December, 2011.

THE FOREGOING ORDINANCE
OF THE CITY OF HIALEAH WAS
PUBLISHED IN ACCORDANCE
WITH THE PROVISIONS OF
FLORIDA STATUTE 166.041
PRIOR TO FINAL READING.


Isis Garcia Martinez
Council President

Attest:

Approved on this 19 day of Dec, 2011.


David Concepcion, Acting City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


William M. Grodnick, City Attorney

S:\WMG\LEGISLATION\ORD\Ordinance 2011\acceptanceoffertopurchasenorthcarolinaproperty.docx

Ordinance was adopted by a unanimous vote with Councilmembers,
Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez,
Hernandez and Lozano voting "Yes".

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CITY OF HIALEAH, a municipal
corporation, as assignee of the
CITY OF HIALEAH EMPLOYEES'
RETIREMENT SYSTEM,

Plaintiff,

v.

ALEJANDRO TORRECILLAS
and KATHERINE TORRECILLAS
(f/k/a KATHERINE BOZA)

Defendants.

CIVIL DIVISION

CASE NO: 07-35478 CA-01

JUDGE: GERALD D. HUBBART

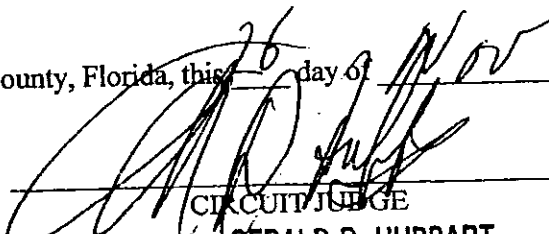
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2007 NOV 27 AM 7:24
CLERK OF CIRCUIT COURT
MIAMI-DADE COUNTY, FLA.

FINAL JUDGMENT

THIS ACTION came before the Court after entry of default against Defendant, ALEJANDRO TORRECILLAS and Defendant, KATHERINE TORRECILLAS, and it is:

ADJUDGED that the Plaintiff, CITY OF HIALEAH, 501 Palm Avenue, Hialeah, Florida hereby recover from the Defendant, ALEJANDRO TORRECILLAS, social security #261-57-3817 and whose last known address is 6505 West 24 Court, Building 1, Unit #14, Hialeah, FL 33016 and Defendant, KATHERINE TORRECILLAS, social security #767-22-9534 and whose last known address is 6505 West 24 Court, Building 1, Unit #14, Hialeah, FL 33016, the principal sum of \$340,793.73 with costs of \$432.05, which shall bear interest at the rate of 11% per year, for which let execution issue.

ORDERED in Miami-Dade County, Florida, this 26 day of Nov, 2007.


CIRCUIT JUDGE
GERALD D. HUBBART
CIRCUIT JUDGE

conformed copies to:
Robert Lloyd-Still, Esq.

Alejandro Torrecillas
6505 West 24 Court
Building 1, Unit #14
Hialeah, Florida 33106

Katherine Torrecillas
6505 West 24 Court
Building 1, Unit #14
Hialeah, Florida 33016

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

I hereby certify that the foregoing is a true and
correct copy of the original on file in this
office. AD DEC 07 2007

HARVEY RUVIN, CLERK
Circuit and County Courts

Deputy Clerk Marshall D. 00330



2009002248

CLAY CO, NC FEE \$23.00
STATE OF NC REAL ESTATE EXTX

\$20.00

PRESENTED & RECORDED:

08-10-2009 03:56:23 PM

MELISSA BURCH

REGISTER OF DEEDS
BY: JOYCE LINDSAY
DEPUTY

BK: CRP 343

PG: 82-82

Joyce Lindsay, Deputy

\$20.00

This instrument prepared by:

Chester M. Jones - Attorney at Law, Franklin, NC 28734-2927

53-000182707
STATE OF NORTH CAROLINA
COUNTY OF CLAY

SHERIFF'S OFFICIAL DEED

THIS DEED, made entered into this the 10th day of August, in the year 2009, by and between Joe D. Shook, the duly elected and serving Sheriff of Clay County, North Carolina, party of the first part, and City of Hialeah Municipal Corp., A Florida Municipal Corporation, purchaser, party of the second part:

WITNESSETH:

WHEREAS, an Execution was issued by the Clay County Clerk of Superior Court, North Carolina, upon a judgment docketed in the Superior Court of said county, in a civil action entitled City of Hialeah Municipal Corp. as assignee of the City of Hialeah Employees' Retirement System versus Alejandro and Katherine Torrecillas 07-CVS-252 and directed to the Sheriff of Clay County, North Carolina, as Sheriff, requiring said Sheriff to satisfy the judgment out of the personal property of the named Judgment Debtor located within said county and if sufficient personal property could not be located to satisfy the judgment out of the real property owned by the Judgment Debtor on the date the Judgment was docketed or that was acquired at any time after the docketing of the judgment; and,

WHEREAS, a sufficient amount of personal property of said Judgment Debtor was not identified or located that would satisfy said Judgment; and,

WHEREAS, the Sheriff or his lawful deputy acting under authority of said Execution did levy upon the hereinafter described real property and did after advertisement and notice as required by state law, offer the same for sale at public auction at the location designated by the clerk of superior court, to wit: at the door of the Clay County Courthouse located at 261 Courthouse Drive, Hayesville, NC, 28904 in said Clay County, at 12:00 o'clock PM; on the 15th day of June, in the year 2009, when and where the property was sold to City of Hialeah Municipal Corp. as the last and highest bidder; and,

This sale was not postponed.

WHEREAS, the said Sheriff or his lawful deputy made a report of said sale to the Clerk of Superior Court of Clay County on the 16th day of June, in the year 2009, as required by law; and,

WHEREAS, said sale has remained open for a period of at least ten (10) days since the filing of the report of sale and no upset bid has been filed; and,

WHEREAS, the Clerk of Superior Court of Clay County has entered an Order of Confirmation for the sale of real property and directed the said Sheriff or his lawful deputy to prepare and tender to the named purchaser a duly executed quitclaim deed for the property sold; and,

WHEREAS, because the said party of the second part is the owner of the Judgment in Clay County, NC, File No.: 07-CVS-252 and was the last and highest bidder, the Clerk of Superior Court for Clay County, NC, did not require it to pay the purchase price directly to the Sheriff, but instead deducted the \$10,000.00 purchase price which is the full amount of its last and highest bid on the records of the Clerk of Superior Court for Clay County, NC, from the amount owing on the

Judgment in Clay County File No.: 07-CVS-252 so as to give the Defendants in said case proper credit for such purchase price on the Judgment against said Defendants in said case.

NOW, THEREFORE, said party of the first part, the elected and serving Sheriff of Clay County, North Carolina under authority of said Execution and Sale, and in consideration of the said sum of \$10.00 DOLLARS and other valuable consideration to him in hand paid, the receipt of which is hereby acknowledged, has bargained and sold and by these presents doth bargain, sell, and convey in as full and ample a manner as he is authorized to convey unto said party of the second part and his/her successors and assigns all right, title, interest and estate which the Judgment Debtor named above owned in the real property described below on the 10th day of August in the year of 2009, or acquired at any time thereafter, in and to the land levied upon and sold as aforesaid, the same tract of land lying and being in the County of Clay, Hayesville Township, North Carolina, and being more particularly described as follows:

Being the same lands, privileges, easements and appurtenances described in the Deed dated July 17, 2006, from Brad Thomas Johnson and wife, Melissa A. Johnson, to Alejandro Torrecillas and wife, Katherine Torrecillas, recorded in the Office of the Register of Deeds for Clay County, North Carolina in Deed Book 307, at Page 200.

THAT said tract of land was under mortgage at the time of the docketing of the judgment {See N.C. Gen. Stat. 1-317} and that said real property sold under execution remains subject to all superior liens, mortgages, easements, encumbrances, unpaid taxes and special assessments which were effective prior to the lien of the judgment under which the sale was held in the same manner and to the same extent as if no such sale had been held.

TO HAVE AND TO HOLD the same to City of Hialeah Municipal Corp. the said party of the second part and its successors and assigns in as full and ample a manner as said party of the first part is authorized and empowered to convey the same.

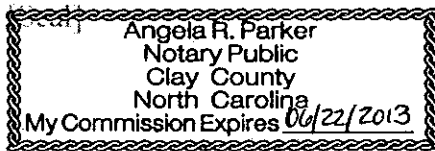
IN TESTIMONY WHEREOF, said party of the first part, duly elected and serving as Sheriff of Clay County, North Carolina, has hereunto set his hand and seal, the day and year first above written.

Joe D. Shook [Seal]
Sheriff of Clay County, North Carolina

NORTH CAROLINA
COUNTY OF CLAY

I, Angela R Parker, a (Notary Public) (Assistant/Deputy Register of Deeds) in and for the above named County and State, do hereby certify that Joe D. Shook Sheriff of Clay County, North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing Sheriff's Official Deed.

WITNESS my hand and official seal, this the 10th day of August, in the year of 2009.



Angela R Parker
Angela R Parker, Notary Public
(Printed Name of Notary Public)

My commission expires: 06/22/2013

RUDOLPH A. BATA, JR.
Attorney at Law
TRUST ACCOUNT#

TITLE FILE# 07-211

CLIENT: City of Hialeah

vs. Torrecillas

CASH CARD NO. _____

[illegible]

ENCLOSURE FOR YOUR INFORMATION

Re: Torreallas

Date: August 20, 2009

Our File No.: _____

Your File No.: _____

We enclose the following to keep you informed of the progress of this matter:

Sheriff's Official Deed

Please contact us if you have any questions.

City of Hialeah
Robert Lloyd-Still, Asst. City Attorney
501 Palm Ave., Fourth Floor
Hialeah, FL 33010

RUDOLPH A. BATA, JR., P.A.

225 VALLEY RIVER AVE., SUITE A
MURPHY, NC 28906
PHONE: (828) 837-8684
FAX: (828) 837-2174

P.2

By: Todd Wingate
Todd Wingate, Deputy Sheriff,
Clay County

NORTH CAROLINA
CLAY COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE: 07-CVS-252

CITY OF HIALEAH, a municipal)
Corporation, as assignee of the)
CITY OF HIALEAH EMPLOYEES')
RETIREMENT SYSTEM,)
Plaintiff)

v.)

ALEJANDRO TORRECILLAS)
and KATHERINE TORRECILLAS)
(f/k/a KATHERINE BOZA))
Defendants)

FILED
2008 APR -7 A 11:35
CLAY COUNTY, C.S.C.
BY RL

ORDER

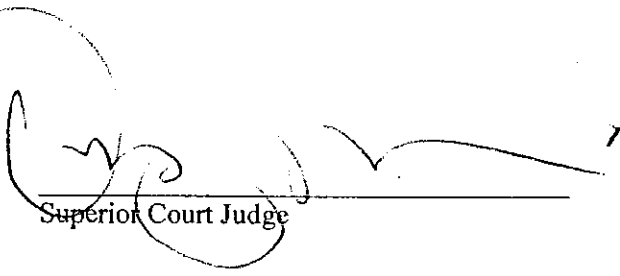
THIS MATTER coming on to be heard before the undersigned Superior Court Judge at the April 7, 2008 session of Clay County Superior Court, upon plaintiff's filing of a foreign judgment; and

IT APPEARING to the court that a notice of filing of a foreign judgment was filed on December 20, 2007, and that said notice was served to defendants by personal service on January 3, 2008; and

IT APPEARING that said foreign judgment is a final judgment and that the defendants have failed to seek relief from the enforcement thereof within 30 days after service.

NOW THEREFORE, it is hereby ORDERED that the final judgment entered against defendants in the Circuit Court of the 11th Judicial Circuit Court for Miami-Dade County, Florida, as case No. 07-35478 CA-01 shall be enforceable as a judgment of this state.

This the 7 day of April, 2008.



Superior Court Judge

